

Definitions

- Throughout these terms and conditions the following definitions apply:

("Longcraig" or "the Centre") Longcraig Scout Centre
 ("Customer") the person making the booking on behalf of the Group
 ("Group") the Scout Troop or Guide Company or Organisation to which the Customer belongs
 ("Users") all members of the Group attending a Session or using equipment on hire from Longcraig
 ("Booking") an arrangement for Longcraig to provide services on dates as specified on the booking confirmation / invoice. For the purposes of these terms and conditions, bookings shall refer to all activity session, course, hire of equipment, and any other activity provided by Longcraig to the Customer or Users.
 ("Activity Session") the delivery of a booking for non-exclusive use of Longcraigs facilities for one evening, half day, full day or multiples thereof.
 ("Course") a series of sessions designed to achieve a stated objective.
 ("Hire") the loan of equipment for a period(s) as stated in the hire agreement.
 ("Activity") generic term covering the delivery of an Activity Session, Course or Hire.
 ("Activity Date") the date on which the booked activity is due to take place.
 ("Week") seven calendar days.
 ("In writing") textual communication delivered via post or email.

Your Contract

- Your contract is with Longcraig, it is made under Scottish Law and is subject to these terms and conditions. Your contract with Longcraig is made once you have: (1) made a booking on behalf of all members of your group; (2) Longcraig has sent a booking confirmation / invoice to you; (3) you have confirmed the booking by signing the booking confirmation and returned it together with the appropriate payment(s). In making a contract with Longcraig you ("Customer"), the Scout Troop or Guide Company or Organisation to which you belong ("Group") and all members of the party for whom you are booking ("Users") agree to be bound by these terms and conditions.

General

- The terms and conditions applying to the Customer also apply to the Group. The Customer and the Group agree to be bound by these terms and conditions. The Customer and Group agree to be jointly and severally liable for any obligation arising out of the contract with Longcraig, regardless of whether the Customer remains a member of the Group or the Group ceases to exist.

- A Customer or User who is also a member of staff at Longcraig, participates in an Activity only as a member of his/her group, unless he/she is named on the staff sheet for the booking. A member of staff acting in the capacity of Customer or User (does so only as a member of the Group) forfeits any rights or privileges accorded to staff members. A member of staff acting in the capacity of Customer must follow the correct booking and payment procedures outlined hereunder.

Bookings and Payment

- Bookings for activity sessions and courses can only be made through Regional Scout Headquarters. Enquiries about hires or special events should be made to the Centre Manager.
- All bookings must be made not less than 3 weeks before the activity is to take place.
- All bookings accepted by Longcraig shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication between Longcraig and the Customer. All bookings are accepted and fulfilled subject to these conditions unless otherwise varied by agreement in writing.
- Bookings may be made singly or in blocks and paid in according to the conditions hearunder.
- On acceptance of a booking Longcraig will issue a booking confirmation / invoice, giving the details of the activity booked and payment(s) due. **Your invoice will detail; who you should return the remittance advice and payment to, the amount and due dates of these payments and who you should contact if you wish to alter or cancel your booking.** You should check this confirmation and immediately notify the appropriate Co-ordinator of any errors. **If you wish to confirm the booking you should sign and return the remittance advice, together with your payment(s) in full.**
- Your booking will not be completed until you have returned your remittance advice with full payment. This must be done within **4 weeks** of the date of our booking confirmation or **3 weeks** before the Activity Date whichever occurs first. If you do not complete your booking as above, your booking may be considered cancelled.
- All payments should be sent to the person detailed on your booking confirmation. Longcraig does not have facilities to accept payments at the Centre and staff are instructed to refuse to accept payment on the night of the booking.
- Longcraig reserves the right to treat a booking as cancelled if a due payment is not received timeously.** In any case the booking may be considered cancelled if all due payments have not been received before the activity takes place. In such cases the Customer will remain liable for the full cost of the booking as invoiced.
- Cheques should be made payable to Longcraig Scout Centre. Receipts will only be issued if an SAE is enclosed.

Alterations & Cancellation

- If you wish to alter/cancel your booking you must immediately notify the appropriate Co-ordinator as detailed on your invoice by telephone and on the same day send written confirmation signed by the person making the original booking. The date of alteration/cancellation will be taken as the date that written confirmation is received by the appropriate Co-ordinator.
- The Customer may alter/cancel a booking at any time up to 3 calendar weeks prior to the Activity Date. After this time the booking becomes fixed and may not be altered further.

Longcraig reserves the right to amend the invoice if the number of users attending is greater than that invoiced.

16. In the event of a cancellation, an administration fee of £10 will be charged to cover administration costs. If the booking has previously been paid in full, the balance will be returned to the Customer.

17. If the cancellations is made within 3 calendar weeks of the activity date, the Customer will remain liable for the full cost of the booking.

18. A booking will be considered cancelled if the Users fail to attend at the correct time on the activity date.

19. Longcraig reserves the right to alter or cancel a booking at any time prior to the Activity Date. Should this situation arise then we will notify the Customer using the contact information provided on the booking form.

20. At the start of, or during, the activity session the decision to allow the activity to proceed or be cancelled rests with the Duty Manager and will be made if he/she considers that the safety of staff and customers would be compromised by continuing with the activity. We will endeavour to advise you of such cancellation before you travel.

21. In the event that Longcraig is unable to satisfy a booking, or we cancel it at the start of the session, then an alternative date or activity will be offered. If the alternative is not acceptable or suitable then any monies paid in respect of the booking shall be returned to the Customer. If an alternative date/activity is accepted these terms and conditions remain binding on the customer for the alternate date and Longcraig's obligation will be considered as fulfilled.

Safety

22. Safety is paramount at Longcraig and all Customers are required to comply with the instructions of the Duty Manager and members of his/her staff.

23. Buoyancy aids are provided for all users and must be worn at all times when on the water or on the pier below the high water mark.

24. The Customer is required to designate one member of his/her group to assist the Duty Manager. This person will not participate in water activities and will remain responsible for the group on shore..

Other Conditions

25. All Scouts and Guides are required to follow the Scout and Guide laws whilst at Longcraig. Other groups are required to follow a similar code.

26. All groups using Longcraig are required to assist the Duty Manager by undertaking small tasks prior to leaving the centre to ensure it is ready for the next user.

27. Any property left by users will be retained for one week and then disposed of if not claimed

28. Groups agree that any photographs taken may be used for the purpose of promoting Longcraig in our publicity material and website.

Force Majeure

29. In the event that Longcraig is prevented from carrying out its obligations under a booking as a result of any cause beyond its control such as but not limited to Unsuitable Weather Conditions, Acts of God, War, Strikes, Flood and Failure of third parties to deliver goods, Longcraig shall be relieved of its obligations and liabilities under such booking for as long as such fulfilment is prevented.

Longcraigs Liability

- Longcraig shall under no circumstances whatsoever be liable for any loss or damage whether direct indirect or consequential, howsoever caused even if that loss or damage is caused as a result of the negligence of Longcraigs staff.
- Longcraigs liability in respect of breach or non-performance of any booking shall be limited to the invoiced value to which the claim relates.

Miscellaneous

- If any provision hereof shall be held to be invalid illegal or unenforceable the validity and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.
- Waver by Longcraig of any breach of these conditions or any granting of time or indulgence by Longcraig to the Customer shall in no way affect the rights of the Longcraig hereunder.
- All headings are for convenience only and do not form part of these Terms and Conditions.
- Any notice or demand to be given hereunder shall be in writing and shall be delivered by hand or sent by first class pre paid letter to the last known address of the party to be notified and shall be deemed to have been served immediately, if delivered by hand and forty eight hours after posting if posted as aforesaid.
- The Law of Scotland shall govern the validity, construction and performance of any contract to which these Terms and Conditions apply and the parties submit to the jurisdiction of the Scottish Courts.

1st Jan 2010

Sessions Co-ordinator	Regional Scout Headquarters, 7 Valleyfield St, Edinburgh EH3 9LP	0131 229 3756	
Center Manager	Malcolm Leckie	0131 316 4722	manager@longcraig.org.uk
Courses Co-ordinator	David Roy	0131 449 4393	courses@longcraig.org.uk
Booking Co-ordinator	Kath Gamble	0131 447 7858	bookings@longcraig.org.uk
Treasurer	F. Simon, 22 Buckstone Grove, Edinburgh EH10 6PF		admin@longcraig.org.uk



IMPORTANT NOTES TO ACCOMPANY YOUR BOOKING

We have put together these notes to guide you through the process of booking your session and assist you to prepare your group for their visit to Longcraig. We would also like to draw your attention to important information from our terms and conditions a full copy of which you will find printed overleaf.

- Your invoice details your booking including payment amounts and dates. Please check these meet your requirements, sign the booking confirmation and return. You are advised to familiarise yourself with our terms and conditions of business. In particular please ensure you secure your booking by paying your deposit on time and ensure any balance is paid at least 1 week before your activity date. Your attention is drawn to the following critical dates which you will find on your invoice.
 - Deposit date - the Sunday 4 weeks after your invoice date by which time your deposit should be paid
 - Fixed date - the Sunday 3 weeks before your activity date. You may alter your booking at any time before this date
 - Balance Date - the Sunday 1 week before your activity date by which time any outstanding balance should be paid
- The dates and times of your booking(s) are shown on your invoice. Please plan to arrive at Longcraig in good time. During the months of May and August, we need to start promptly to make best use of the available daylight, so please arrive early if you can.
 - EV - Evening sessions start at 19:00 off the water by 21:00
 - AM - Morning sessions start at 10:00, off the water by 12:00
 - PM - Afternoon sessions start at 14:00 off the water by 16:00
 - DY - Day bookings include both a morning and an afternoon session

Allow up to an additional 3/4 hour for changing and to put equipment away and tidy centre at the end of the session. If the Centre is booked for the whole day then generally the session times can be more flexible to suit your needs, provided these can be met by our operational requirements.
- Each group should include at least one leader who will remain on shore to liaise with the Duty Manager and be responsible for the group when they are off the water.
- The Centre has full changing facilities including toilets and hot showers which you are welcome to use. There is no additional charge for these facilities, however you are asked to ensure they are left clean and tidy at the end of your visit. We also have an upstairs leaders lounge where your off-water staff are welcome to view the proceedings and make use of our tea and coffee making facilities. We operate a Tuck Shop with a variety of sweets, drinks, badges etc. for your convenience. A Barbecue set is available for group's use at a nominal charge to cover gas.
- We expect all Scouts and Guides to follow the Scout and Guide laws whilst visiting the Centre, to ensure the next visitors can also enjoy their visit. Groups out-with Scouts or Guides are expected to follow a similar code. All groups using the Centre should be prepared to assist the Duty Manager with a small task if required, to ensure the smooth running of the Centre. e.g.: - mopping out, moving boats, etc.
- Any property left by users will be retained for TWO WEEKS and then disposed of if not claimed.
- If you have any questions in regard to your booking or need to alter or cancel, contact our booking coordinator (Kath Gamble 0131 447 7858.)

SUMMARY OF ALTERATION & CANCELLATION RULES

- Cancellations by Longcraig due to bad weather or safety reasons will not incur any charges and a full refund will be made. The decision to cancel or proceed rests with our Duty Manager on the day. If we need to cancel your booking we will endeavour to contact you using the information on your invoice. To stop you travelling needlessly, you are asked to include a mobile phone number in your contact information. We will only use this if we need to contact you on the day of your booking. Including an email address will allow us to save postage if we need to send you further information.
- You can alter your booking at any time up to your fixed date. After this time your booking becomes fixed and a final invoice will be issued reflecting any changes you have made. You may not alter your booking after this date and will be charged for unused places according to the final invoice regardless of the number who finally attend the activity. Please note that you cannot reduce your booking below 6 people.
- You can cancel your booking at any time up to the fixed date. If you cancel your booking you may forfeit up to 25% of the value of the booking, the exact amount being determined according to the size of the booking and the number of days notice given. The minimum charge for a cancelled booking will be £10, this charge is made to cover administration costs. If you have already paid a deposit, any over payment after deductions will be returned to the Customer. A cancelled booking will become available for other users. If the booking is taken up by another Customer, the original Customer will be refunded all payments made in respect of the booking minus the administration charge of £10. Once the booking becomes fixed a cancellation will be treated as an alteration to zero within the fixed period as above.. A booking will be considered cancelled if you fail to attend on the activity date.

WHAT YOU WILL NEED TO BRING WITH YOU

The information in this section needs to be passed on to all the Scouts or Guides attending the Centre

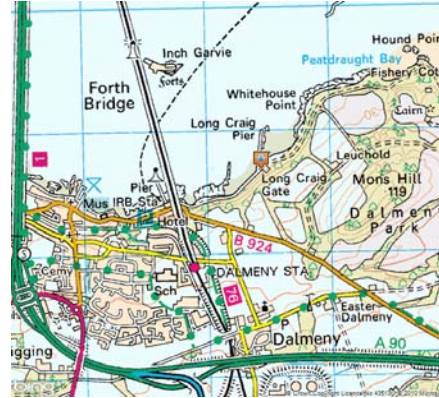
- Each member of your group **MUST** bring with them all the highlighted items.
- Please bear in mind that in any water activities you may get wet! Therefore please bring with you at least one **full change of clothing**, (including a change of **footwear**) and a **towel**. All participants will require a **set of waterproofs** to keep the wind and the spray at bay and must wear **soft-shoes**, e.g.: - Trainers, to protect against rocks and seashells. Walking boots are not permitted on the water. A **large plastic bag** is useful for taking home wet kit.
- For canoeing, please ensure you have enough clothing to keep warm e.g.: - We recommend **Tracksuit** tops and bottoms, **Shorts and Tee shirts are not sufficient for Scottish summers!** For sailing or cruising, you will need enough clothing to keep you warm. It is easier to take clothes off rather than find extra to put on! Remember a **hat** but not gloves which just get wet and make your hands cold.
- We provide buoyancy garments for everyone to wear on the water, and wet suits for all those boardsailing. We have a limited number of waterproofs for use when users own are inadequate, but please try and bring your own.
- If you have a sailing or canoeing qualification please bring proof and advise the Duty Manager before going on the water. If there are any questions about what to bring, please ask beforehand!



WHAT YOU NEED TO KNOW ABOUT YOUR VISIT TO LONGCRAIG

We have put together this flyer to assist you to prepare your group for their visit to Longcraig. Please copy it and hand to each group member.

- Our booking at Longcraig is
 - Date
 - Time
- Please arrive at Longcraig in good time
- The Centre has full changing facilities including toilets and hot showers which you are welcome to use. There is no additional charge for these facilities, however you are asked to ensure they are left clean and tidy at the end of your visit. There is also a Tuck Shop with a variety of sweets, drinks, badges etc.



WHAT YOU WILL NEED TO BRING WITH YOU

This section is very important, please read and remember.

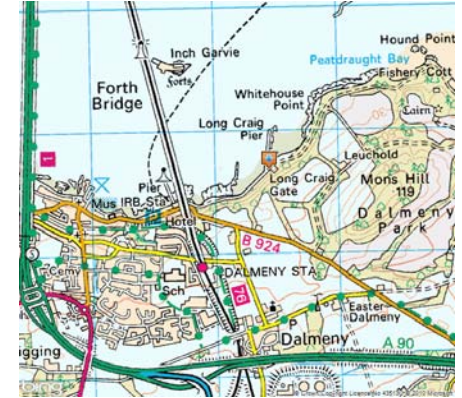
- You **MUST** bring with you all the highlighted items.
- Please bear in mind that in any water activities you may get wet! Therefore please bring with you at least one **full change of clothing**, (including a change of **footwear**) and a **towel**. All participants will require a **set of waterproofs** to keep the wind and the spray at bay and must wear **soft-shoes**, e.g.: - Trainers, to protect against rocks and seashells. Walking boots are not permitted on the water. A **large plastic bag** is useful for taking home wet kit.
- For canoeing, please ensure you have enough clothing to keep warm e.g.: - Longcraig recommend **Tracksuit** tops and bottoms, Shorts and Tee shirts are not sufficient for Scottish summers! For sailing or cruising, you will need enough clothing to keep you warm. It is easier to take clothes off rather than find extra to put on! Remember a **hat** but not gloves which just get wet and make your hands cold.
- Longcraig provide buoyancy garments for everyone to wear on the water, and wet suits for all those boardsailing. They have a limited number of waterproofs for use when users own are inadequate, but please try and bring your own.



WHAT YOU NEED TO KNOW ABOUT YOUR VISIT TO LONGCRAIG

We have put together this flyer to assist you to prepare your group for their visit to Longcraig. Please copy it and hand to each group member.

- Our booking at Longcraig is
 - Date
 - Time
- Please arrive at Longcraig in good time
- The Centre has full changing facilities including toilets and hot showers which you are welcome to use. There is no additional charge for these facilities, however you are asked to ensure they are left clean and tidy at the end of your visit. There is also a Tuck Shop with a variety of sweets, drinks, badges etc.



WHAT YOU WILL NEED TO BRING WITH YOU

This section is very important, please read and remember.

- You **MUST** bring with you all the highlighted items.
- Please bear in mind that in any water activities you may get wet! Therefore please bring with you at least one **full change of clothing**, (including a change of **footwear**) and a **towel**. All participants will require a **set of waterproofs** to keep the wind and the spray at bay and must wear **soft-shoes**, e.g.: - Trainers, to protect against rocks and seashells. Walking boots are not permitted on the water. A **large plastic bag** is useful for taking home wet kit.
- For canoeing, please ensure you have enough clothing to keep warm e.g.: - Longcraig recommend **Tracksuit** tops and bottoms, Shorts and Tee shirts are not sufficient for Scottish summers! For sailing or cruising, you will need enough clothing to keep you warm. It is easier to take clothes off rather than find extra to put on! Remember a **hat** but not gloves which just get wet and make your hands cold.
- Longcraig provide buoyancy garments for everyone to wear on the water, and wet suits for all those boardsailing. They have a limited number of waterproofs for use when users own are inadequate, but please try and bring your own.